

Specifications for Statewide Courier Service

A. Contract Services

1. Daily Service: Contractor shall furnish all labor, equipment, transportation, as will be required to provide at a minimum, a once-a-day pick-up and delivery service from hospitals and county health departments listed as "Daily" in Attachment A for delivery of specimens to the three public health laboratories located in Nashville, Knoxville, and Memphis. Contractor will be required to arrive after 5:00 P.M. at each service location, Monday through Friday, including state recognized holidays (outlined below) to pick-up samples awaiting delivery to a Tennessee Department of Health, Laboratory Services (TDHLS) facility, listed on Attachment A. Each service location will provide a contact person for after hours inquiries. Contractor will deliver samples picked-up the previous evening to a TDHLS facility no later than 7:30 a.m. the next morning (Tuesday through Saturday); **including** state recognized holidays. At that time, the Contractor will pick up any laboratory reports or other outbound shipments from TDHLS and deliver them to the service locations listed herein.

Contractor shall have the capability, if requested, of providing courier services twenty-four (24) hours per day, seven (7) days a week and on holidays. Delivery from any service location to a TDHLS facility shall be no later than 12 hours from time of pick-up until time of delivery.

The State ordering entity reserves the right to add, change and/or delete locations as necessary during the (1) year contract term of the agreement.

Normal business hours for TDHLS locations are 7:00 A.M. to 4:30 P.M., Monday through Friday, excluding state recognized holidays, unless a written notice of change is provided to the Contractor by the Purchasing Agency a minimum of five (5) calendar days prior to the effective change date. Limited staff will be available at each facility for sample receipt on Saturdays and Holidays.

State recognized holidays are as follows:

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| 1. New Year's Day | 8. Veteran's Day |
| 2. Martin Luther King | 9. Thanksgiving Day |
| 3. Day President's Day | 10. Day after Thanksgiving (<i>at the Governor's discretion, Columbus Day may be observed the Friday after Thanksgiving.</i>) |
| 4. Good Friday | 11. Christmas day |
| 5. Memorial Day | |
| 6. Independence Day | |
| 7. Labor Day | |

In the event that these holidays fall on a Saturday or Sunday, the locations will be closed on the Friday

before or the Monday after, respectively.

Contractor shall be required to make delivery to TDHLS, on the above listed holidays if requested in writing by the State, to meet the pick-up/delivery time requirements described above.

2. Call-in Service: Some service locations require less than daily service. Instead of the normal, daily service, the Contractor shall only make pickups or deliveries between TDHLS locations and any service locations listed on Attachment A as "Call-in" when notified. The Contractor will provide a telephone number, e-mail, or fax number to be established as the official notification process.

The State ordering entity reserves the right to add, change and/or delete 'Call-in' locations as necessary during the (1) year contract term of the agreement.

B. Confidentiality: All envelopes, packages, boxes and containers turned over to the Contractor for delivery shall be treated as if it contains confidential information. The Contractor shall guarantee that the confidentiality is preserved. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential Information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

C. Chain of Custody: Contractor shall process and expedite chain of custody samples from any listed statewide location. Contractor shall abide by all state and federal protocols for the chain of custody process as defined by TDHLS in writing.

D. Tracking

1. Tracking Mechanisms: Contractor will provide a tracking system capable of providing current updates as to the location of any package picked up from TDHLS or any service location. The system will be maintained by the Contractor and allow tracking at the individual package level provided by the service location or TDHLS staff. Contractor shall have the capability of tracking all package shipments upon receiving a tracking request by providing a system for marking all packages that are being shipped by the TDHLS and all service locations.

The Contractor's driver shall have a method or carry a device to record:

- a. the location, date, and time upon arrival at each site
- b. the tracking numbers of all items being delivered to each site
- c. The tracking numbers of all items being picked up from each site.

Contractor shall provide a sufficient number of recording media labels to each site to facilitate the marking of all outgoing packages.

2. Pick-Up and Delivery Tickets: Contractor shall provide a package pick-up/delivery ticket in a form approved in writing by the State. Contractor will furnish a delivery ticket for each shipment. These pick-up/delivery tickets will be signed by the driver and the consignee's agency representative, noting any overages, shortages or damages at the time of delivery. Contractor shall notify TDHLS of any overages, shortages or damages while at the point of delivery.

3. Tracking Reports for Pick-ups and Deliveries: Contractor shall provide the TDHLS Contract Administrator or designee, upon request, a tracking report for the status of materials that have been picked up by a courier driver(s) from one (1) or more of the various pickup and delivery locations, but have not been delivered to the designated destination(s) within the required timelines. The report will be due within one business day of the request.

- E. LOCK BOXES:** The Contractor, at no cost to the State, will provide insulated lock boxes for holding specimens for pick up at all locations. Lock boxes installed at service locations shall be insulated to protect the integrity of the samples, waterproof, and secured by a locking device that can be accessed by both the Contractor and the site's staff. Each lock box shall be no smaller than 14 inches x 10.5 inches x 7 inches. Lock boxes shall be anchored securely to prevent removal except by extraordinary means. Depending on the amount of work delivered to any given location during normal or peak periods of the month, more than one (1) lock box may be required to be installed at a given locality. Lock boxes shall be installed in a location that is not subjected to extreme temperature fluctuations. The final decision as to the location of the lock boxes shall be a matter of ongoing discussions between the Contractor and the service location.

Service locations may, at their option, provide keys to the Contractor for building access to allow inside pick-ups and deliveries during non-business hours. Contractor shall not duplicate any building access keys without advance written permission from the agency controlling access to the premises. The Contractor must immediately notify the service location of any lost keys and replacement of the keys, rekeying of locks, or reasonable changing of locks will be at the expense of the Contractor.

- F. CONTACT NAMES:** The Contractor shall provide in writing, the names of a primary and secondary contact to include telephone numbers, cell phone numbers, emergency phone numbers and email addresses for use on weekends and nights to TDHLS. These contacts shall be individuals designated by the Contractor as authorized to handle complaint calls and inquiries about other problems as they may occur. Contact personnel shall be capable of authorizing immediate action when warranted. The names and information for the primary and/or secondary contacts may be changed at any time with prior written notification to the TDHLS Contract Administrator or designee.
- G. REGULATORY COMPLIANCE:** The Contractor shall comply with all applicable Federal and State of Tennessee rules and regulations pertaining to the handling, loading, and transportation of biohazard samples, environmental samples and chain of custody samples. In the event of spillage, leakage or accident involving transported materials, the Contractor shall notify TDHLS immediately.
- H. PACKAGING:** Service locations shall comply with all applicable Federal and State of Tennessee rules and regulations pertaining to packaging of biohazard, environmental, and chain of custody samples as well as other materials, reagents or media submitted for transport. All packages will be handled in the manner mandated for transportation by Federal and State of Tennessee regulations. The Contractor shall not pick up any samples that are not contained in sturdy sealed and properly addressed containers. The Contractor shall not pick-up any packages with damaged or leaking fluids.
- I. NON-COMPLIANCE WITH SCHEDULED PICK-UP AND DELIVERY REQUIREMENTS:** In cases where pickups/deliveries are not made due to Contractor error, the Contractor will dispatch a vehicle to complete the pick-up/delivery within two (2) hours and notify TDHLS of the inconsistency immediately.
- J. VEHICLE REQUIREMENTS:** Vehicles shall be suitable for maintaining air conditioned atmospheres and transport of confidential samples and documents. The vehicle must provide for closed, secure transport of these sensitive samples and documents. A convertible-type vehicle shall not be allowed to transport any sample(s) and/or document(s). The courier shall not let packages be stored or held in a vehicle or storage area with temperature higher than 85° F or lower than 34° F for longer than 30 minutes. All Contractor vehicles shall have current inspection and registration from the State where the vehicle is registered and must be properly insured. Contractor's equipment and operators shall be in compliance with all applicable Department of Motor Vehicles and State and Federal regulations regarding the condition and operation of the requested vehicles. Contractor vehicles and drivers must be distinguishable as such by uniform, vehicle markings or other appropriate designations.
- K. SAFETY:** The Contractor is responsible for outfitting vehicles with supplies and/or equipment

required by any federal, state or local regulatory entity requirements applicable to the performance of services requested by the purchasing agency while performing under the contract.

L. APPEARANCE OF DRIVERS AND EMPLOYEE CONDUCT: The following list describes expectations of Contractor staff.

1. Contractor's employees shall at all times exhibit a high standard of professional conduct and perform all services in a businesslike manner so as not to discredit or reflect poorly on the Contractor or the State. Contractor employees shall demonstrate a high level of customer service.
2. Contractor's employees shall be dressed in proper attire for making deliveries to state and business facilities. Any uniforms worn by the Contractor's employees should bear the Contractor's name.
3. Contractor shall be responsible for controlling employee conduct, assuring that its employees and representatives are not boisterous or rude and assuring that they are not engaging in any destructive or criminal activity.
4. Contractor's employees shall be capable of communicating and comprehending the English language (verbally and in writing). English spoken by employees must be easily and readily understood by the end-user, in order to avoid miscommunication.
5. In the event of a question about a courier's professional conduct, appearance or behavior that does not comport with the expectations of the State of Tennessee, then at the request of the State or Authorized User, Contractor agrees that the employee shall be removed and/or reassigned.

M. LOSS: The Contractor agrees to protect the State from any and all loss, because of theft, breakage or damage of any kind to samples or packages while in transit or during delivery under the contract. The Contractor accepts sole responsibility and risk for all samples or packages while in transit or the safe transportation and delivery thereof. For the purpose of this contract, samples or packages will be deemed to be "in transit" from the time they are loaded into the Contractor's vehicle at the point of origin of the shipment until accepted at destination and signed for by the authorized representative. Penalties include, but are not limited to, the Contractor reimbursing TDHLS for the cost of testing kits. Penalties stated below related to late deliveries may also apply for lost packages.

N. LATE DELIVERY NOTIFICATION: Any unforeseen events which result in late pickups and/or deliveries

must be communicated to the Contract Administrator for TDHLS no later than 10:00 a.m. on the next working day. Penalties for late deliveries include, but are not limited to; the cost of medical bills related to instances where specimens or packages were not received within the required delivery time; in order to complete diagnostic testing that would diagnosis a need for a patient's medical treatment.